

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 12/15/2011

Action Requested By:
Engineering

Agenda Item Type
Resolution

Subject Matter:

Agreement with Johnson & Associates Consulting Engineers, L.L.C.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into an agreement with Johnson & Associates Consulting Engineers, L.L.C. for Construction Engineering and Land Surveying Services for Jeff Road Widening Improvements Project, Phase 1, Project No. 65-10-RD04.

Note: If amendment, please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

Construction engineering and land surveying services contract to verify construction quantities and provide construction staking for utility relocations during the construction of Jeff Road Widening Improvements Project (Phase I) from 1,000 feet south of U. S. Highway 72 to approximately 2,750 feet north of U. S. Highway 72 in a Not to Exceed (NTE) Ceiling Price of \$26,510.00. Account No. 23-6500-0813-8106

Associated Cost:

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: 

Date: 11/30/2011

ROUTING SLIP
CONTRACTS AND AGREEMENTS

Originating Department: **Engineering**

Council Meeting Date: **12/15/2011**

Department Contact: **Lynn Majors**

Phone # **256-427-5201**

Contract or Agreement: **Construction Engineering & Land Surveying**

Document Name: **Johnson & Assoc. Jeff Road Widening-65-10-RD04**

City Obligation Amount: **\$26,510.00**

Total Project Budget: **\$26,510.00**

Uncommitted Account Balance: **0**

Account Number: **23-6500-0813-8106**

Procurement Agreements


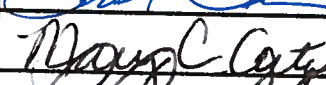
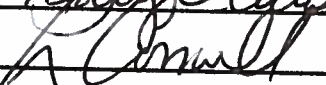
Not Applicable

Not Applicable

Grant-Funded Agreements

Not
Applicable

Grant Name:

Department	Signature	Date
1) Originating		12/16/11
2) Legal		12/16/11
3) Finance		12/7/11
4) Originating		
5) Copy Distribution		
a. Mayor's office (2 copies)		
b. Clerk-Treasurer (Original & 2 copies)		
c. Legal (1 copy)		

RESOLUTION NO. 11-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized, to enter into an agreement with Johnson & Associates Consulting Engineers, L.L.C., in the total amount of TWENTY-SIX THOUSAND FIVE HUNDRED TEN AND NO/100 DOLLARS (\$26,510.00) for Construction Engineering and Land Surveying Services for Jeff Road Widening Improvements, Phase I, Project No. 65-10-RD04, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that document attached hereto and identified as "Agreement between City of Huntsville and Johnson & Associates Consulting Engineers, L.L.C. for Construction Engineering and Land Surveying Services for Jeff Road Widening Improvements, Phase I, Project No. 65-10-RD04" consisting of a total of sixteen (16) pages plus twenty (20) additional pages consisting of Attachments 1-15, and the date of December 15, 2011 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the _____ day of _____, 2011.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the _____ day of _____, 2011.

Mayor of the City of Huntsville,
Alabama

AGREEMENT BETWEEN
CITY OF HUNTSVILLE, ALABAMA
AND
JOHNSON & ASSOCIATES CONSULTING ENGINEERS, L.L.C.
FOR
CONSTRUCTION ENGINEERING AND LAND SURVEYING SERVICES
FOR
JEFF ROAD WIDENING IMPROVEMENTS, PHASE I

Project No. 65-10-RD04

December 15, 2011

**President of the City Council of the City of
Huntsville, AL**
Date:_____

TABLE OF CONTENTS

ARTICLE 1 - ENGAGEMENT OF THE SURVEYOR.....	
ARTICLE 2 - DESIGN SERVICES OF THE SURVEYOR	
ARTICLE 3 - ARTICLE OMITTED.....	
ARTICLE 4 - ADDITIONAL SERVICES.....	
ARTICLE 5 - RESPONSIBILITIES OF OWNER.....	
ARTICLE 6 - PERIOD OF SERVICES.....	
ARTICLE 7 - PAYMENT TO THE SURVEYOR.....	
ARTICLE 8 - GENERAL PAYMENT PROCEDURE.....	
ARTICLE 9 - GENERAL CONSIDERATIONS.....	
ARTICLE 10 - INDEMNITY AND INSURANCE.....	
ARTICLE 11 - MISCELLANEOUS PROVISIONS.....	
ATTACHMENT 1 - SCOPE OF SERVICES.....	
ATTACHMENT 2 - ALABAMA IMMIGRATION ACT-REPORT OF OWNERSHIP FORM	
ATTACHMENT 3 - CITY OF HUNTSVILLE STANDARDS AND DESIGN GUIDES...	
ATTACHMENT 4 - DESIGN REVIEWS.....	
ATTACHMENT 5 - SURVEYORS PERSONNEL FEE SCHEDULE.....	
ATTACHMENT 6 - PROGRESS REPORT.....	
ATTACHMENT 7 - SUB-CONSULTANTS ENGAGED BY THE SURVEYOR.....	
ATTACHMENT 8 - CONTRACT DOCUMENT REQUIREMENTS LIST.....	
ATTACHMENT 9 - REQUIREMENTS FOR DOCUMENT SUBMITTALS.....	
ATTACHMENT 10 -UTILITY PROJECT NOTIFICATION FORM.....	
ATTACHMENT 11 - SAMPLE STANDARD DRAWING FORMAT.....	
ATTACHMENT 12 - ROW SUBMITTAL.....	
ATTACHMENT 13 - U.S. NATIONAL MAP ACCURACY STANDARDS.....	
ATTACHMENT 14 - REAL ESTATE PLAN REQUIREMENTS.....	
ATTACHMENT 15 - GIS BASE MAP.....	

**AGREEMENT BETWEEN
CITY OF HUNTSVILLE, ALABAMA
AND
JOHNSON & ASSOCIATES CONSULTING ENGINEERS, L.L.C.
FOR
CONSTRUCTION ENGINEERING AND LAND SURVEYING SERVICES
FOR
JEFF ROAD WIDENING IMPROVEMENTS, PHASE I
Project Number 65-10-RD04**

THIS AGREEMENT made as of the 15th day of December in the year 2011, by and between the CITY OF HUNTSVILLE, ALABAMA (hereinafter called OWNER), and Johnson & Associates Consulting Engineers, L.L.C., (hereinafter called SURVEYOR).

WITNESSETH, for the considerations hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1 - ENGAGEMENT OF THE SURVEYOR

The OWNER hereby engages the SURVEYOR, and the SURVEYOR hereby accepts the engagement to provide general land surveying and consultation as a representative of the OWNER to include the following:

- 1.1 Professional Land Surveying services for Jeff Road Widening Improvements, Phase I, as further described in ARTICLE 2, and hereinafter called PROJECT.
- 1.2 By executing this Agreement, the SURVEYOR represents to the OWNER that the SURVEYOR is a professional qualified to act as the SURVEYOR for the PROJECT and is licensed and certified to practice engineering by all public entities having jurisdiction over the SURVEYOR and the PROJECT. The SURVEYOR further represents to the OWNER that the SURVEYOR will maintain all necessary licenses, certifications, permits or other authorizations necessary to act as SURVEYOR for the PROJECT until the SURVEYOR's remaining duties hereunder have been satisfied. The SURVEYOR shall assign only qualified personnel to perform any service concerning the PROJECT. All services rendered by the SURVEYOR for the PROJECT shall be performed by or under the immediate supervision of experienced and qualified professionals licensed, certified, and registered as appropriate in the State of Alabama possessing the expertise in the discipline of the service being rendered. The SURVEYOR assumes full responsibility to the OWNER for the negligent acts, errors and omissions of its consultants or others employed or retained by the SURVEYOR in connection with the PROJECT.
- 1.3 Execution of this Agreement by the SURVEYOR constitutes a representation that the SURVEYOR has become familiar with the PROJECT site and the local conditions under which the PROJECT is to be implemented. The SURVEYOR agrees to provide all necessary land surveying services required to professionally accomplish the SURVEYOR's defined scope of services.

ARTICLE 2 - DESIGN SERVICES OF THE SURVEYOR

- 2.1** SURVEYOR shall provide for OWNER professional land surveying services for Jeff Road Widening Improvements, Phase I.
- 2.2** These services shall include consultation and advice for surveying services as outlined herein and further described in the SCOPE OF SERVICES, ATTACHMENT 1.
- 2.3** Upon the OWNERS authorization, the SURVEYOR shall prepare documents consisting of specifications setting forth in detail the requirements for completion of the PROJECT. The SURVEYOR warrants that such documents are accurate, coordinated, and adequate, and in conformity and comply with applicable laws, codes and regulations. Products specified for use shall be readily available unless written authorization to the contrary is given by the OWNER.
- 2.4** The SURVEYOR shall serve as the OWNER's professional representative in those portions of the PROJECT to which this Agreement applies and shall consult with and advise the OWNER during the performance of these services.
- 2.5** The SURVEYOR shall obtain all Planning Commission approvals as required.
- 2.6** The SURVEYOR shall promptly correct, or have corrected, any errors, omissions, deficiencies or conflicts in the SURVEYOR's work product or that of his sub-contractors/sub-consultants, without additional compensation for time, reproduction or distribution.
- 2.7** Field surveying work is required and shall be performed in accordance with "Standards of Practice Surveying in the State of Alabama" as required by the Alabama Board of Registration for Engineering and Land Surveyors. Surveying shall include P.K. Nails or other permanent stationing markings as well as staking of right-of-way, easements and parcels of land acquired by the City of Huntsville. Property corners shall be set at the new right-of-way. Easements shall be staked as requested by the City of Huntsville. The above field work shall be performed as a minimum as needed at the time of right-of-way acquisition and one additional time near the 100% submittal stage as determined by the OWNER. The cost for these services is included in the fees for Basic Services.
- Survey data shall be based on a US Public Land Survey System corner or quarter corner. Said corner or quarter corner shall be field verified by the surveyor and a state plane coordinate provided in deliverables submitted to the City of Huntsville. All survey work shall be based on the following datum's:
- | | |
|--------------------|---|
| Coordinate System: | US State Plane |
| Zone: | Alabama East 0101 |
| Vertical Datum: | The North American Vertical Datum of 1988 (NAVD 88) |
| Horizontal Datum: | The North American Datum of 1983 (NAD 83) |
| Geoid Model: | Geoid03 |
| Units: | US Survey Feet |
- 2.8** The SURVEYOR shall comply with the City of Huntsville Tree Ordinance and carry the requirements referenced therein with deliverables (drawings, specifications, etc.) in accordance with Section 27-57 of the City of Huntsville Code of Ordinances (Ord. No. 04-45, §13, 2-12-2004).
- 2.9** A valid City of Huntsville license shall be maintained throughout the term of this contract. Additionally, the engineering firm shall be required to obtain and pay for all other federal, state or local permits, licenses, and fees which may be necessary or required in order to perform the work detailed herein
- 2.10** By executing this Agreement, the ENGINEER represents to the OWNER that the ENGINEER has read the Agreement, by and between City of Huntsville and Johnson & Associates Consulting Engineers, L.L.C., dated December 15, 2011. No changes shall be made in those commitments unless made by written contract modification. The ENGINEER agrees the scope of work he is proposing in this agreement between ENGINEER and OWNER includes all

commitments for design made in the aforementioned agreement unless specific exceptions have been identified in his proposal.

ARTICLE 3 – CONSTRUCTION ADMINISTRATION SERVICES

ARTICLE OMITTED

ARTICLE 4 - ADDITIONAL SERVICES

The following services of the SURVEYOR are not included in Article 2. Nevertheless, the SURVEYOR shall provide such services if authorized in writing by the OWNER, and they shall be paid for by the OWNER as provided in Article 7.

- 4.1 Making revision in drawings, specifications or other documents when such revisions are inconsistent with written direction by the OWNER previously given, are required by the enactment of revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated, or are due to other causes not within the control or responsibility of the SURVEYOR, either in whole or in part.
- 4.2 Preparing drawings, specifications and supporting data in connection with change orders, provided that such change orders are issued by the OWNER due to causes not within the control or responsibility of the SURVEYOR, either in whole or in part.
- 4.3 Providing expert witness services and other services arising out of claims.

ARTICLE 5 - RESPONSIBILITIES OF OWNER

The OWNER, without cost to the SURVEYOR, will perform the following in a timely manner so as not to delay the services of the SURVEYOR:

- 5.1 Assist SURVEYOR by placing at SURVEYOR's disposal all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.
- 5.2 Provide all criteria and full information as to OWNER's requirements for the PROJECT, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations. The OWNER shall also furnish copies of all design and construction standards, which OWNER will require to be included in the drawings and specifications.
- 5.3 Assist the SURVEYOR as necessary in acquiring access to and making all provisions for the SURVEYOR to enter upon public and private lands as required for the SURVEYOR to perform the work under this agreement.
- 5.4 Designate in writing a person to act as the OWNER's representative with respect to the work to be performed under this Agreement, such person to have complete authority to transmit instructions, receive information, interpret and define the OWNER's policies and decision with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by SURVEYOR, obtain advice of an attorney, insurance counselor and other consultants as OWNER determines appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of SURVEYOR.
- 5.5 The OWNER will intercede on the SURVEYOR's behalf when data from, or review by, third parties is not on schedule through no fault of the SURVEYOR.
- 5.5 The OWNER's review of any documents prepared by the SURVEYOR or its consultants shall be solely for the purpose of determining whether such documents are generally consistent with the

OWNER's intent. No review of such documents shall relieve the SURVEYOR of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

ARTICLE 6 - PERIOD OF SERVICES

- 6.1** The SURVEYOR shall commence services pursuant to this agreement as of December 16, 2011. The final completion date for the completion of design services outlined in Article 2 shall be December 15, 2012.

The SURVEYOR shall perform these services with reasonable diligence and expediency consistent with sound professional practices. The SURVEYOR shall include in his schedule an allowance for time required for OWNER's review of submissions and for approvals of authorities having jurisdiction over the PROJECT. When approved by the OWNER, the schedule shall not be exceeded by the SURVEYOR, except for cause.

If the SURVEYOR becomes aware of delays due to time allowances for review and approval being exceeded, delay by the OWNER, the OWNER's consultants, or any other reason beyond the SURVEYOR's control, which may result in the schedule of performance of the SURVEYOR's services not being met, the SURVEYOR shall promptly notify the OWNER. If the OWNER becomes aware of any delays or other causes that will affect the SURVEYOR's schedule, the OWNER shall promptly notify the SURVEYOR. In either event, the SURVEYOR's schedule for performance of its services shall be equitably adjusted.

ARTICLE 7 - PAYMENT TO THE SURVEYOR

7.1 BASIC SERVICES

The OWNER shall compensate the SURVEYOR for services rendered pursuant to this Agreement, excepting those services described as Additional Services in Article 4 of this Agreement, by Not to Exceed (NTE) Ceiling Price of TWENTY-SIX THOUSAND FIVE HUNDRED TEN AND NO/100 DOLLARS (\$26,510.00) for construction engineering and land surveying services described in Article 2. Additional services of the SURVEYOR as described in Article 4, if any, shall be compensated on an hourly basis in accordance with Attachment 5.

7.2 NOT TO EXCEED (NTE) CEILING PRICE

NTE Ceiling price. The City of Huntsville (COH) will not be obligated to pay the ENGINEER any amount in excess of the NTE ceiling price as per Attachment "1" and the ENGINEER shall not be obligated to continue performance if to do so would exceed the NTE ceiling price set forth in the referenced attachment, unless and until the COH notifies the ENGINEER in writing that the NTE ceiling price has been increased and specifies in the notice a revised NTE ceiling that shall constitute the NTE ceiling price for performance under this contract. NTE ceiling price increase will be done by a written change order to the contract issued by the OWNER that will not require the ENGINEER's approval. When and to the extent that the NTE ceiling price set forth in the referenced attachment has been increased, any hours expended and material costs incurred by the ENGINEER in excess of the NTE ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the NTE ceiling price.

7.4 EFFECTIVE DATE

This contract shall have no force or effect unless and until it is executed by the OWNER and the ENGINEER and a properly executed copy is mailed to the ENGINEER with a notice to proceed (NTP). If a NTP is not issued within sixty (60) days commencing from the last date of execution of this CONTRACT by the OWNER and the ENGINEER, then this CONTRACT shall be NULL AND VOID, the OWNER will not be obligated to any payment to the ENGINEER and the ENGINEER will not be obligated to perform any work under said CONTRACT.

PAYMENT SUMMARY

Land Surveying Services – Not to Exceed (NTE) Ceiling Price of

\$26,510.00

TOTAL CONTRACT AMOUNT:

\$26,510.00

ARTICLE 8 - GENERAL PAYMENT PROCEDURE

8.1 INVOICES

8.1.1 The SURVEYOR shall submit monthly invoices to The Administrative Officer in the Engineering Department for the basic services described under Article 2 for the design of the PROJECT. Invoices must include the City of Huntsville project name and number, dates of services, contract amount, previous billings and current billing. Along with each invoice, the SURVEYOR must submit a consultant progress report known as Attachment 6. No payment will be made without the consultant progress report completed and attached. If services under Article 4 are included in the invoice for additional services not included under the lump sum provisions, or services billed as time and material, the classification and hours of such persons rendering the services shall be attached to the invoice.

8.1.2 The signature of the SURVEYOR on the invoice shall constitute the SURVEYOR's representation to the OWNER that the services indicated in the invoice have progressed to the level indicated, have been properly and timely performed as required herein, that the reimbursable expenses included in the invoice have been reasonably incurred, that all obligations of the SURVEYOR covered by prior invoices have been paid in full, and that, to the best of the SURVEYOR's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the SURVEYOR the payment of any portion thereof should be withheld. Submission of the SURVEYOR's invoice for final payment and reimbursement shall further constitute the SURVEYOR's representation to the OWNER that, upon receipt from the OWNER of the amount invoiced, all obligations of the SURVEYOR to others, including its consultants, incurred in connection with the PROJECT, have been paid in full. ENGINEER must designate on Attachment 6 – Progress Report in the appropriate space provided that such action has been completed.

8.2 TIME FOR PAYMENT

The OWNER shall make payment for services in Articles 2 and 4 within 60 days of receipt of valid invoice.

8.3 OWNER'S RIGHT TO WITHHOLD PAYMENT

In the event the OWNER becomes credibly informed that any representations of the SURVEYOR, provided pursuant to Article 8.1.2, are wholly or partially inaccurate, the OWNER may withhold payment of sums then or in the future otherwise due to the SURVEYOR until the inaccuracy, and the cause thereof, is corrected to the OWNER's reasonable satisfaction. Additionally, failure by the SURVEYOR to supply substantiating records shall be reason to exclude related costs from the amounts which might otherwise be payable by the OWNER to the SURVEYOR.

8.4 REIMBURSABLE EXPENSES

8.4.1 In addition to the requirements set forth in 8.1 above, invoices for reimbursable expenses shall include such documentation as the OWNER may require. Reasonable expenses are limited to the following expenses:

- (a) Transportation outside the immediate Huntsville area (50 mile radius) approved in advance by the OWNER in writing and incurred in connection with the PROJECT. (Per Department of Treasury, Internal Revenue Service Publication 1542, Per Diem Rates, for

travel within the continental United States). Refer to website: www.irs.gov/pub/irs-pdf/p1542.pdf for more information;

- (b) Charges for long-distance communications;
- (c) Fees paid for securing approval of authorities having jurisdiction over the PROJECT,
- (d) Actual costs of reproduction for items in excess of those included in the required services;
- (e) Postage and handling charges incurred for drawings, specifications and other documents.

8.4.2 The SURVEYOR shall set forth with particularity on its invoice the nature and cost of the expense item being billed, and attach to its invoice the written authorization, if any, required for such item; and shall bill expenses at actual cost or prevailing rate and without the addition of administrative charge, any multiple or surcharge.

8.5 W-9 TAXPAYER FORM

All SURVEYING FIRMS are required to submit a Federal Tax Form W-9 to City of Huntsville at the time a contract is awarded. No payments of invoices can be made until this W-9 Tax Form has been properly submitted. A copy of the W-9 Tax Form can be requested from the OWNER or at the following website: www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf

ARTICLE 9 - GENERAL CONSIDERATIONS

9.1 GENERAL

OWNER and SURVEYOR agree that the following sections and provisions shall apply to the work to be performed under this Agreement and that such provisions shall supersede any conflicting provisions of this Agreement.

9.2 PEER REVIEW

The OWNER reserves the right to conduct, at the OWNER's expense,, peer review of designs and drawings prepared by the ENGINEER and/or sub-consultant(s) for the PROJECT. The ENGINEER and sub-consultant(s) agree that knowledge and consent to review of their work by other engineers of the OWNER's choosing is hereby given in accordance with the ADMINISTRATIVE CODE (RULES AND REGULATIONS) of the Alabama State Board of Licensure for Professional Engineers and Land Surveyors, Chapter 330-X-14-.06(a) (13) effective January 2008 and as may be amended now or in the future pertaining to the Code of Ethics for review of the work of another engineer.

9.3 CLARIFICATION OF WORK

If reviewing agencies raise questions regarding the work of SURVEYOR, OWNER will participate in such meetings as deemed necessary to explain and clarify this work.

9.4 CANCELLATION OF AGREEMENT

This Agreement may be canceled by either party in the event of default or violation of any of the provisions of this Agreement by the other party, by written notice delivered to the address of record by registered mail giving ten (10) days advance notice of the intention to cancel. In the event of cancellation of this Agreement, SURVEYOR shall be paid for all work performed to date of cancellation, less any loss, damage, or liability incurred by reason of default of SURVEYOR and all records, data, parameters, design calculations and other information collected or obtained in the performance of this Agreement shall be delivered to OWNER.

9.5 SUCCESSORS AND ASSIGNS

OWNER and SURVEYOR each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, with respect of all covenants of this Agreement; except as above, neither OWNER nor SURVEYOR shall assign, sublet or transfer his

interest in this Agreement without written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be party hereof, nor shall it be construed as giving any rights or benefits hereunder to anyone other than OWNER and SURVEYOR.

9.6 CHANGES

9.6.1 The OWNER may, at any time by written order, make changes within the general scope of the Agreement in the services to be provided. If such changes cause an increase or decrease in SURVEYOR's cost of, or time required for performance of any services, whether or not changed by any order, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Upon notification of change, SURVEYOR must assert any claim of SURVEYOR for adjustment in writing within 30 days from the date of receipt unless OWNER grants a further period of time.

9.6.2 If findings in any phase of this PROJECT significantly alter the scope of work for subsequent phases, or if regulations are changed resulting in a scope of work change for any phase, engineering fees set forth in Article 7 may be renegotiated by the OWNER and SURVEYOR.

9.7 SURVEYOR'S RECORDS

Documentation accurately reflecting services performed and the time expended by the SURVEYOR and his personnel and records of reimbursable expenses shall be prepared concurrently with the performance of the services and shall be maintained by the SURVEYOR. The SURVEYOR shall maintain record copies of all written communications, and any memoranda of verbal communications related to the PROJECT. All such records and documentation shall be maintained for a minimum of five (5) years after the PROJECT date of final completion or for any longer period of time as may be required by law or good practice. If the SURVEYOR receives notification of a dispute or of pending or commencement of litigation during this five-year period, the SURVEYOR shall continue to maintain all PROJECT records until final resolution of the dispute or litigation. The SURVEYOR shall make such records and documentation available to the OWNER upon notice and shall allow the authorized representative(s) of the OWNER to inspect, examine, review and copy the SURVEYOR's records at the OWNER's reasonable expense.

9.8 USE AND OWNERSHIP OF DOCUMENTS

All rights of ownership, copyrights, construction documents, including all drawings, specifications and other documents, electronic media, computer source code, or things prepared by or on behalf of the SURVEYOR for the PROJECT are hereby transferred to the OWNER and shall be the sole property of the OWNER and are free of any retention rights of the SURVEYOR. The SURVEYOR hereby grants to the OWNER an unconditional right to use or to refer to, for any purpose whatsoever, the construction documents and any other documents or electronic media, computer source code prepared by or on behalf of the SURVEYOR for the PROJECT, free of any copyright claims, trade secrets or other proprietary rights with respect to such documents. The SURVEYOR shall be permitted to retain copies thereof for its records. The SURVEYOR's documents and other work products are not intended or represented to be suitable for re-use by OWNER or others on extensions of the PROJECT or on any other PROJECT. Any re-use without specific written verification or adaptation by SURVEYOR will be at OWNER's sole risk and without liability or legal exposure to SURVEYOR, and OWNER shall indemnify and hold harmless SURVEYOR from all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, such reuse by the OWNER; provided however, that this agreement to indemnify and save harmless shall not apply to any reuse of documents retained by, or through, the contractor.

9.9 ESTIMATE OF CONSTRUCTION COST

Since SURVEYOR has no control over the construction cost of labor, materials, or equipment, or over the construction contractor(s) methods of determining prices, or over competitive bidding or market conditions, his opinion of probable PROJECT cost or construction cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment

as a design professional familiar with the construction industry; but, SURVEYOR cannot and does not guarantee that proposals, bids or construction costs will not vary from opinions of probable cost prepared by him. If OWNER wishes greater assurance as to the construction cost, he will employ an independent cost estimator.

9.10 TERMINATION FOR CAUSE

This Agreement may be terminated by either party upon seven (7) days written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination.

9.11 TERMINATION BY THE OWNER WITHOUT CAUSE

The OWNER may terminate this Agreement without cause upon seven (7) days' written notice to the SURVEYOR. In the event of such a termination without cause, the SURVEYOR shall be compensated for all services performed prior to termination, together with Reimbursable Expenses incurred. In such event, the SURVEYOR shall promptly submit to the OWNER its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph.

ARTICLE 10 - INDEMNITY AND INSURANCE

10.1 INSURANCE

The SURVEYOR shall carry insurance of the following kinds and amounts in addition to any other forms of insurance or bonds required under the terms of the contract specifications. The SURVEYOR shall procure and maintain for the duration of the job until final acceptance by the OWNER, or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the SURVEYOR, his agents, representatives, employees or subcontractor.

10.2 MINIMUM SCOPE OF INSURANCE:

A. General Liability:

Insurance shall be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after the OWNER's approval. The same insurance company should write General Liability Coverage and OWNERs Contractors Protective Insurance.

B. Commercial General Liability

Products and Completed Operations
Contractual
Personal Injury
Explosion, Collapse and Underground
Broad Form Property Damage

C. Professional Liability:

Insurance may be written on a "claims-made" basis, providing coverage for negligent acts, errors or omissions in the performance of professional services. Coverage shall be maintained for five (5) years after completion of the professional services and Certificates of Insurance shall be submitted to the OWNER. Coverage shall be no less comprehensive than that which is carried by at least 25% of the registered SURVEYORs or engineering firms contracting in the State of Alabama. Such coverage shall be carried on a continuous basis including prior acts coverage to cover the subject PROJECT. The professional liability insurance shall contain contractual liability coverage.

D. Automobile Liability:

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms.

E. Workers' Compensation Insurance:

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations.

F. Employers Liability Insurance:

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

10.3 MINIMUM LIMITS OF INSURANCE:

A. General Liability:

Commercial General Liability on an "occurrence form" for bodily injury and property damage:

\$ 2,000,000 General Aggregate Limit
\$ 2,000,000 Products - Completed Operations Aggregate
\$ 1,000,000 Personal & Advertising Injury
\$ 1,000,000 Each Occurrence

B. Professional Liability:

Insurance may be made on a "claims-made" basis:

\$ 500,000 Per Claim - Land Surveyors
\$ 1,000,000 Per Claim - Other Professionals

C. Automobile Liability:

\$ 1,000,000 Combined Single Limit per accident for bodily injury and property damage.

D. Workers' Compensation:

As required by the State of Alabama Statute

E. Employers Liability:

\$ 1,000,000 Bodily Injury by Accident or Disease
\$ 1,000,000 Policy Limit by Disease

10.4 OTHER INSURANCE PROVISIONS:

The OWNER is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the OWNER's best interest. If the insurance requirements are not adjusted by the OWNER prior to the OWNER's release of specifications with regard to the PROJECT in question, then the minimum limits shall apply.

The policies are to contain, or be endorsed to contain, the following provisions:

A. All Coverage:

The SURVEYOR is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the OWNER. Cancellation of coverage for non-payment of premium will require ten (10) days written notice to the OWNER.

10.5 ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers with an A. M. Best's rating of no less than **B+ V**.

10.6 VERIFICATION OF COVERAGE:

The OWNER shall be indicated as a Certificate Holder and the SURVEYOR shall furnish the OWNER with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and must be an original signature. Certificates signed using digital signatures will not be accepted. All certificates are to be received and approved by the OWNER before work commences. The OWNER reserves the right to require complete, certified copies of all required insurance policies at any time.

10.7 CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE SURVEYOR:

The ENGINEER shall furnish separate certificates and/or endorsements for each subcontractor and/or consultant.

10.8 HOLD HARMLESS AGREEMENT:

A. Other Than Professional Liability Exposures:

The SURVEYOR, to the fullest extent permitted by law, shall indemnify and hold harmless the OWNER, its elected and appointed officials, employees, agents, and representatives against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from, and (2) is caused by any negligent act or omission of the SURVEYOR or any of their consultants, or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described in this paragraph.

B. Professional Liability:

The SURVEYOR agrees, to the fullest extent permitted by law, to defend, protect, indemnify and hold harmless the OWNER, its elected and appointed officials, officers, directors, employees, agents, and representatives from and against any and all liability, claims, demands, damages, loss, costs, fees, and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) actually or allegedly arising out of, or resulting from, the professional services of the SURVEYOR or the SURVEYOR's consultants, subcontractors, or suppliers, including, without limitation, any breach of contract or any negligent acts, errors, or omissions in the performance of the professional services provided pursuant to or as a result of this Agreement. Neither, the OWNER nor the SURVEYOR shall be obligated to indemnify the other party in any manner whatsoever for the other parties own negligence. The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the SURVEYOR, its

officers, directors, employees and sub consultants against all damages, liabilities or cost including reasonable attorney's fees and defense cost, to the extent caused by the OWNER's negligence acts in connection with the PROJECT and acts of its contractors, subcontractors, or consultants or anyone for whom the client is legally liable.

To the fullest extent permitted by law, the SURVEYOR shall defend, protect, indemnify, and hold harmless the OWNER, its elected and appointed officials, officers, directors, employees, agents, and representatives from and against any and all liability, claims, demands, damages, loss, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) for infringement of patent rights, copyrights, or other intellectual property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by the OWNER in writing. If the SURVEYOR has reason to believe the use of a required design, process or product is an infringement of a patent, the SURVEYOR shall be responsible for such loss unless such information is promptly given to the OWNER.

ARTICLE 11- MISCELLANEOUS PROVISIONS

11.1 GOVERNING LAW

This Agreement shall be governed by the law of the State of Alabama.

11.2 INTENT AND INTERPRETATION

11.2.1 The intent of this contract is to require complete, correct and timely execution of the work. Any work that may be required, implied or inferred by the contract documents, or any one or more of them, as necessary to produce the intended result shall be provided by the SURVEYOR.

11.2.2 This contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one contract document shall be considered as required by the contract.

11.2.3 When a word, term or phrase is used in this contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the engineering industry; and third, if there is no generally accepted meaning in the engineering industry, according to its common and customary usage.

11.2.4 The words "include", "includes", or "including", as used in this contract, shall be deemed to be followed by the phrase, "without limitation".

11.2.5 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this contract.

11.2.6 Words or terms used as nouns in this contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

11.3 TIME IS OF THE ESSENCE

Time limitations contained herein, or provided for hereby, are of the essence of this Agreement. The SURVEYOR understands and acknowledges that time is of the essence in completion of the PROJECT and that the OWNER will incur damages if the PROJECT is not completed on time.

11.4 SUCCESSORS AND ASSIGNS

The SURVEYOR shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the OWNER. Subject to the provisions of the immediately preceding sentence, the OWNER and the SURVEYOR, respectively, bind themselves, their successors, assigns and legal representatives to the other

party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

11.5 NO THIRD-PARTY BENEFICIARIES

This Agreement shall inure solely to the benefit of the parties hereto and their successors and assigns. Nothing contained herein is intended to or shall create a contractual relationship with, or any rights in favor of, or any cause of action in favor of, any third party, against the OWNER or the SURVEYOR.

11.6 INTELLECTUAL PROPERTY/ CONFIDENTIALITY

All information, documents, and electronic media, computer source code furnished by the OWNER to the SURVEYOR belong to the OWNER, are considered proprietary and confidential, unless otherwise indicated by the OWNER, and are furnished solely for use on the OWNER's PROJECT. Such information, documents, and electronic media, computer source code shall be kept confidential by the SURVEYOR, shall only be released as necessary to meet official regulatory requirements in connection with the PROJECT, and shall not be used by the SURVEYOR on any other PROJECT or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than services rendered to the OWNER hereunder is specifically authorized in writing by the OWNER in advance.

11.7 SUBCONTRACT REQUIREMENTS

The SURVEYOR shall include the terms and conditions of this Agreement in every subcontract or agreement with a consultant for this PROJECT so that these terms and conditions shall be binding upon each subcontractor or consultant. The subcontractor(s)/consultant(s) will maintain all licenses and certifications to practice engineering by all public entities having jurisdiction over the PROJECT. The subcontractor (s)/consultant(s) further represent to the OWNER that the subcontractor(s)/consultant(s) will maintain all necessary licenses, certifications, permits or other authorizations necessary for the PROJECT until the remaining duties hereunder have been satisfied.

11.8 NOTICES

Unless otherwise provided, all notices shall be in writing and considered duly given if the original is hand delivered; if delivered by facsimile to 256-427-5325, or is sent by U.S. Mail, postage prepaid to City of Huntsville Engineering, P. O. Box 308 (35804), 320 Fountain Circle (35801), Huntsville, AL. All notices shall be given to the addresses set forth above. Notices, hand delivered or delivered by facsimile, shall be deemed given the next business day following the date of delivery. Notices given by U.S. Mail shall be deemed given as of the second business day following the date of posting.

11.9 STRICT COMPLIANCE

No failure of the OWNER to insist upon strict compliance by the SURVEYOR with any provision of this Contract for Professional Services shall operate to release, waive, discharge, modify, change or affect any of the SURVEYOR's obligations.

11.10 WAIVER

No provision of this Agreement may be waived except by written agreement of the parties. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing. A waiver of any provision shall not affect or alter the remaining provisions of this Agreement.

11.11 SEVERABILITY

If any provision of this Agreement, or the application thereof, is determined to be invalid or unenforceable, the remainder of that provision and all other provisions of this Agreement shall remain valid and enforceable.

11.12 ETHICS

The SURVEYOR shall not offer or accept any bribes or kickbacks from or to any manufacturer, consultant, trade contractor, subcontractor, supplier or any other individual or entity in connection with the PROJECT. The SURVEYOR shall not confer on any governmental, public or quasi-public official having any authority or influence over the PROJECT any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised. The SURVEYOR shall not, without the express written permission of the OWNER, engage or recommend to the OWNER engagement of any consultant, trade contractor, subcontractor, or supplier to provide services on behalf of the SURVEYOR, OWNER or PROJECT in which the SURVEYOR has a direct or indirect proprietary or other pecuniary interest; or call for the use of or by exclusion require or recommend the use of products, materials, equipment, systems, processes or procedures in which the SURVEYOR or in which any consultant, trade contractor, subcontractor, or supplier of the SURVEYOR has a direct or indirect proprietary or other pecuniary interest. Without prior notification and written approval of the OWNER, the SURVEYOR and the SURVEYOR'S subconsultants shall not offer services to the OWNER'S contractor.

11.13 ALABAMA IMMIGRATION ACT (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975))

Compliance with the requirements of the (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30, commonly referred to as the Alabama Immigration Law, is required for City of Huntsville, Alabama contracts as a condition of the contract performance. As a condition of this agreement, pursuant to Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30, compliance with this requirement shall be done by the ENGINEER by completion of the "City of Huntsville, Alabama Report of Ownership Form" listed as Attachment 2 in this agreement and returning the completed form to the Engineering Division either by fax to 256/427-5325 to the attention of Mary Hollingsworth, email to Mary.Hollingsworth@huntsvilleal.gov, hand delivery or mail to: City of Huntsville Engineering Division, P. O. Box 308, Huntsville, AL 35804. The form shall be returned at the time of the signing of the contract by the ENGINEER and must be submitted before the contract is presented to the City of Huntsville City Council for approval.

11.14 E-VERIFY

The ENGINEER shall enroll, and shall remain enrolled for the duration of this contract, in a designated employment eligibility verification system (E-Verify) in accordance with the City of Huntsville Ordinance 09-735. If the ENGINEER uses subcontractors in connection with the performance of work herein and the value of the subcontract exceeds \$3,000, the subcontractor shall also comply with this ordinance. The ENGINEER shall include specific written notice in all requests for bids or proposals prepared by the ENGINEER that contractors and any subcontractors are required to enroll in the E-verify program as required by the ordinance. Failure to comply with the requirements of the ordinance shall be a material breach of the contract.

As a condition of this agreement, pursuant to 8 U.S.C. § 1324a, Johnson & Associates Consulting Engineers, L.L.C. hereby certifies that it has not knowingly employed, recruited, referred for a fee, or contracted with an unauthorized alien, with respect to employment in the United States. Further, Johnson & Associates Consulting Engineers, L.L.C. hereby certifies that it has enrolled in the City of Huntsville designated employment eligibility verification system in accordance with Ordinance 09-735 and will maintain enrollment throughout the term of this contract.

Johnson & Associates Consulting Engineers, L.L.C.
(Company)

BY:


(Authorized Representative)

11.15 ENTIRE AGREEMENT

This Agreement represents the entire agreement between the OWNER and the SURVEYOR and supersedes all prior communications, negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both OWNER and SURVEYOR.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

OWNER:
CITY OF HUNTSVILLE

BY: _____
Tommy Battle

TITLE: _____
Mayor

ATTEST: _____

Given under my hand this _____ day

Of _____, 2011.

Notary Public

My commission expires _____

SURVEYOR:
JOHNSON & ASSOCIATES CONSULTING
ENGINEERS, L.L.C.

BY: _____
Nathan G. Johnson, PE, LS

TITLE: _____
President / Managing Member

ATTEST: _____
Lanika Carter

Given under my hand this 5th day

Of December, 2011.

Mary A. Hollingsworth
Notary Public

My commission expires 3/28/2015

ATTACHMENT 1
SCOPE OF SERVICES

**(Refer to attached letter dated October 19, 2011, from Nathan G. Johnson, PE, LS. to
Shane Davis, PE)**



October 19, 2011

Mr. Shane Davis, PE
City Engineer, Engineering Division
City of Huntsville
P. O. Box 308
Huntsville, AL 35804-0308

ATTN: Mr. Robbie Stewart

RE: Proposal for Additional land surveying support to verify construction quantities and provide construction staking for utility relocations during the construction of Jeff Road Widening Improvements Project (Phase 1) from 1000 feet south of U. S. Highway 72 to approximately 2,750 feet north of U. S. Highway 72 – Project No. 65-10-RD04

Dear Mr. Stewart:

Johnson & Associates Consulting Engineers, LLC (hereinafter referred to as Consultant) is pleased to provide additional field surveying support in order to verify quantities of construction materials during the construction phase and to provide construction staking to assist with the utility relocations for the above-referenced project. Our efforts will be coordinated with the engineering department and will include: field cross sections, quantity calculations, invert and grade verifications, stake ROW, easements, top of banks, etc.

GENERAL REQUIREMENTS:

1. All work shall be performed within 24 hours from notification of each task requested.
2. All work shall be performed in accordance with the applicable City of Huntsville, ALDOT and AASHTO Standards.
3. The Consultant shall bill the City for all work outlined in the Scope of Services according to the following terms:

An hourly fee not to exceed \$26,510.00. All work will be billed on a monthly basis and based on the hourly and unit rates outlined in the attached Standard Schedule of Fees.

4. The scope of work shall be performed to meet City Engineering approval and does not include time associated with reviews by other agencies.

Thank you for this opportunity to provide services for the City of Huntsville.

Sincerely,
Johnson & Associates Consulting Engineers, LLC


Nathan G. Johnson, PE, LS
Managing Member

Johnson & Associates**PROJECT ESTIMATING FORM**

Project: Quantity Verifications and Survey Support during construction
 Client: City of Huntsville

DATE: 10/19/2011

Proposal for Additional Work with respect to providing land surveying support to verify construction quantities during construction of Jeff Road Widening Improvements Project (Phase 1) from 1000 feet south of U. S. Highway 72 to approximately 2,750 feet north of U. S. Highway 72
 Project No. 65-10-RD04

PHASE/TASK	Principal PE/LS \$145/hr	Sr. Proj. Manager \$125/hr	Sr. Proj. Engineer \$115/hr	Sr. Survey Manager \$125/hr	Tech. CADD \$75/hr	Drafting Admin. \$45/hr	Survey 2-MAN \$130/hr	Total Hours	Labor Cost	Direct Expenses	TOTAL FEE
Field Survey Support and Quantity Verifications during constr.											
Perform Field Surveys, cross sections, and quantity surveys			3	2	4		70	79	\$9,995	\$700	\$10,695
Perform Field Surveys to determine proper grades & installation			3	2	8		20	33	\$3,795	\$200	\$3,995
Perform office calculations to determine quantity amounts	4		3	4	32			43	\$3,825	\$5	\$3,830
Meetings, Reviews & Discussion of Findings	2		3	2			4	11	\$1,405	\$15	\$1,420
Check grade for top of bank, toe of slopes, subgrade, etc.			3	4	8		16	31	\$3,525	\$150	\$3,675
Mark the ROW & Easements as necessary			1	2	4		16	23	\$2,745	\$150	\$2,895
Total Hour	6	0	16	16	56	0	126	220			
Total Cost	\$870	\$0	\$1,840	\$2,000	\$4,200	\$0	\$16,380		\$25,290	\$1,220	\$26,510

CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

A. General Information. Please provide the following information:

- Legal name(s): Jolson & Associates Consulting Engineers, LLC
- Doing business as (if applicable): _____
- City of Huntsville current taxpayer identification number (if available): 155775
 (Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

B. Type of Ownership. Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable:

Type of Ownership (check appropriate box)	Entity I. D. Number ¹	Formation Documents (if required see footnote 2 below) ²	Immigration Law Applies	Individuals Who Must Be Verified Under Immigration Law
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable	Not Applicable	Yes	Each individual or sole proprietor
<input type="checkbox"/> Partnership	Not Applicable	See Paragraph C	Yes	Each partner if an individual
<input type="checkbox"/> Limited Partnership	Number: _____	Formation Documents (See Paragraph C)	Yes	Each general partner if an individual
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number: _____	Formation Documents (See Paragraph C)	No, unless not a Registered LLP	Each partner of a Non-Registered LLP if an individual
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number: _____	Formation Documents	Yes	Sole member if an individual
<input checked="" type="checkbox"/> LLC (Multi-Member)	Number: <u>21-1867079</u>	Formation Documents	No	Not Applicable
<input type="checkbox"/> Corporation	Number: _____	Formation Documents	No	Not Applicable
<input type="checkbox"/> Other, please explain: _____	Number: _____ (if a filing entity under state law)	To be determined	To be determined	To be determined

C. Immigration Law. Please note that each owner who is an individual, as identified in the last column of the chart above, must provide proof of U.S. Citizenship or lawful alien presence in accordance with Ala. Act 2011-535 by completing the applicable forms, as provided by the City. In the case of a partnership whose partners must be verified, you are requested to please provide a copy of the Partnership Agreement or other appropriate documentation evidencing the names of each individual who is a partner in the partnership, unless such information is available by searching the Alabama Secretary of State's website and an Entity I.D. Number has been provided.

¹ **Entity I.D. Numbers.** If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: www.sos.state.al.us/, under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

² **Formation Documents.** Formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents of the entity, as recorded in the probate records of the applicable county and state of formation, are not required unless: (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.



Government Records

ALABAMA SECRETARY OF STATE

BETH CHAPMAN



[Home](#)
[Government Records](#)
[Business Entities](#)
[Search](#)
[Details](#)

Business Entity Details

Johnson & Associates Consulting Engineers, LLC	
Entity ID Number	440 - 879
Entity Type	Domestic Limited Liability Company
Principal Address	HUNTSVILLE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Madison County
Formation Date	12-1-2009
Registered Agent Name	JOHNSON, NATHAN G
Registered Office Street Address	1218 CHURCH ST
Registered Office Mailing Address	HUNTSVILLE, AL 35801
	Not Provided
Nature of Business	PROVIDE CONSULTING CIVIL ENGINEERING/LAND SURVEYING SERVICES
Capital Authorized	
Capital Paid In	
Members	
Member Name	JOHNSON, NATHAN G
Member Street Address	Not Provided
Member Mailing Address	Not Provided
Member Name	INGLE, TRACY L
Member Street Address	Not Provided
Member Mailing Address	Not Provided
Member Name	SPENCER, ARTHUR L
Member Street Address	Not Provided
Member Mailing Address	Not Provided
Member Name	WALKER, STEPHEN L
Member Street Address	Not Provided
Member Mailing Address	Not Provided
Annual Reports	
Report Year	2010 2011
Scanned Documents	
Document Date / Type / Pages	12-1-2009 Articles of Formation 4 pgs.

[Browse Results](#)
[New Search](#)

P.O. Box 5616
Montgomery, AL 36103-5616

[Alabama Directory](#) |
 [Media](#) |
 [Online Services](#) |
 [Alabama.gov](#)
[Statements/Policies](#) |
 [Alerts](#) |
 [Survey/Comments](#) |
 [Feeds](#) |
 [Contact Us](#)

Phone: (334) 242-7200
 Fax: (334) 242-4993

ATTACHMENT 3
CITY OF HUNTSVILLE STANDARDS AND DESIGN GUIDES

1. City of Huntsville Standard Specifications for Construction of Public Improvements, Contract Projects, 1991.
2. City of Huntsville Engineering Standards, 1991.
3. City of Huntsville Design and Acceptance Manual for Force Mains and Pump Stations, 2011.
4. City of Huntsville Design and Acceptance Manual for Sanitary Sewers, 2011.
5. Alabama Department of Transportation Standard Specifications for Highway Construction, Current Edition.
6. City of Huntsville Subdivision Regulations, 1991.

ATTACHMENT 4
DESIGN REVIEWS

100% COMPLETE

1. All documents required for submittal to the Huntsville Planning Commission for approval.
2. One (1) mylar copy each of the recorded subdivision plats.

ATTACHMENT 5 - ENGINEERS PERSONNEL FEE SCHEDULE

STANDARD SCHEDULE OF HOURLY FEES
EFFECTIVE DATE: JANUARY 01, 2011

PERSONNEL DESCRIPTION		HOURLY AMOUNT
Surveying & Engineering:		
Surveyor I	Survey Technician (Rodman & Instrumentman)	\$35 to \$50
Surveyor II	Jr. Survey CAD Technician	\$50 to \$60
Surveyor III	Junior Party Chief	\$60
Surveyor IV	Senior Party Chief	\$75
Surveyor V	Senior CAD Technician	\$75
Surveyor VI	Professional Surveyor	\$85 to \$145
Surveyor VII	Survey Manager	\$125
Surveyor VIII	Principal Surveyor	\$145
Engineer I	Entry-Level Engineering Intern	\$45
Engineer II	Junior Engineering Intern	\$55
Engineer III	Design Engineering Intern	\$65
Engineer IV	Project Design Engineer	\$75
Engineer V	Project Design Engineer	\$95
Engineer VI	Senior Project Engineer	\$115
Engineer VII	Senior Managing Engineer/Project Manager	\$125
Engineer VIII	Principal Engineer	\$145

Technical & Inspection:		
Technician I	Engineering CAD Technician Intern	\$40
Technician II	Junior Engineering CAD Technician	\$45
Technician III	Engineering CAD Technician	\$55
Technician IV	Engineering CAD Technician	\$65
Technician V	Senior Engineering CAD Technician	\$75

Inspector I	Junior Construction Inspector	\$75
Inspector II	Senior Construction Inspector	\$105

Administrative / Secretarial	\$45
-------------------------------------	-------------

Survey Crew:		
Two-Man Crew		\$130
Three-Man Crew		\$165

Subcontract Services	Cost Plus 5%
Direct Expenses	Cost Plus 5%

These rates will remain in effect throughout the duration of the contract

ATTACHMENT 6 - PROGRESS REPORT
(Article 8)

PROGRESS REPORT NO. _____ FOR MONTH AND YEAR _____

PROJECT _____ PROJECT NO. _____

DATE _____ CITY'S PROJECT ENGINEER _____

CONSULTANT _____ CONSULTANT'S PROJ. MAN. _____

CURRENT MONTH % COMPLETE: _____ PREV. MONTH % COMPLETE: _____

ATTACH A "SHOULD HAVE STARTED TASKS REPORT" AND A "SLIPPING TASKS REPORT" FROM MICROSOFT PROJECTS THAT LISTS ALL ACTIVITY THAT IS BEHIND SCHEDULE.

ATTACH A "TASKS STARTING SOON" REPORT FROM MICROSOFT PROJECTS WITH A DATE RANGE OF THIRTY (30) DAYS AFTER THE DATE OF THIS PROGRESS REPORT.

STATE WHAT ACTION IS BEING TAKEN TO BRING PROJECT BACK TO SCHEDULE:

MILESTONE SUBMITTALS	SCHEDULED DATE	ACTUAL DATE
30%	_____	_____
60%	_____	_____
90%	_____	_____
100%	_____	_____
"FINAL" INVOICE SUBMITTED	_____	_____
SUBCONSULTANTS PAID IN FULL	_____	_____
CONTRACTED COMPLETION DATE:	December 15, 2012	_____

(The scheduled dates above for milestone submittals will not change unless a contract modification is justified by contract change order. These scheduled dates shall be agreed upon at beginning of project with the Project SURVEYOR and noted monthly on each progress report.)

UPDATED SCHEDULE ATTACHED? _____ YES _____ NO

COMMENTS:

(These scheduled dates shall be agreed upon at the beginning of the project (Attachment 3) with the Project Engineer and noted monthly on each progress report. The scheduled contract completion date shall not be changed except by contract change order. Changes to the scheduled milestone submittal dates shall be accompanied by a new project schedule approved by the OWNER'S Project Engineer.)

UPDATED SCHEDULE ATTACHED? _____ YES _____ NO

*If yes, send an electronic copy to the Project engineer

CERTIFICATION: I certify that the stated information is true and accurate to the best of my knowledge.

CONSULTANT _____ DATE _____ CITY PROJECT ENGINEER _____ DATE _____

ATTACHMENT 7 - SUB CONSULTANTS ENGAGED BY THE SURVEYOR
(Article 9.2)

CONSULTANT NAME AND ADDRESS	DESCRIPTION OF SERVICES	FEE
	N/A	
	SUB-TOTAL	
	5% Administrative Fee	
	TOTAL	

ATTACHMENT 8 - CONTRACT DOCUMENT REQUIREMENTS LIST

REQUIREMENT	SUBMIT TO	SUBMITTAL REQUIREMENT DATE	NUMBER OF COPIES	REFERENCE SECTION OF CONTRACT AND COMMENTS
Deviations from OWNER's standards.	OWNER	Prior to incorporating deviations.	2	Article 2.5
Products or materials specified by the SURVEYOR that are available from only one source.	OWNER	Prior to 100% submittal.	N/A	Article 2.2
Approval of contractor's Request for Payment.	OWNER	Within ten (10) days of receipt of the request from the contractor.	N/A	Article 3.4
Approval of contractor submittals	OWNER	So as to cause no delay to the contractor or the PROJECT.	N/A	Article 3.8
Change order changes that reduce construction requirements.	OWNER	Prior to authorizing a change.	N/A	Article 3.11
Any information pertaining to any claim.	OWNER	Immediately	2	Article 3.12
Information pertinent to the PROJECT, all criteria and full information as to OWNER's requirements.	SURVEYOR	So as to not delay the services of the SURVEYOR.	2	Article 5.1, 5.2
Notification of delays.	SURVEYOR ; OWNER	Promptly	4	Article 6.1
SURVEYOR's monthly invoices.	OWNER	Monthly	4	Article 8.1.1
Consultant progress report.	OWNER	Monthly	4	Article 8.1.1
Records, data, parameters, design calculations and other information.	OWNER	Cancellation of contract.	2	Article 9.7
Documentation, records of reimbursable expenses, record copies of all written communications, and any memoranda of verbal communications related to the PROJECT.	OWNER	Upon notice from the OWNER.	2	Article 9.4
Termination notification.	OWNER or SURVEYOR	7 days prior to termination.	2	Article 9.10 & 9.11

Certificate of Insurance for SURVEYOR.	OWNER	At 0% design conference	1	Article 10.2(B), 10.6, and attachment 3.
Insurance cancellation, suspension, or reduction in coverage or limits.	OWNER	30 days prior to effective date except for cancellation which is 10 days notification.	1	Article 10.4(A)
Certificate of insurance for sub consultants/subcontractors.	OWNER	At 0% design conference.	1	Article 10.7
A schedule in Microsoft Projects format showing the critical path.	Project Engineer	Within 7 calendar days of Pre-design conference, 30% complete design review. 60% design review. Attachment 5	N/A	Attachment 3
Drawings.	Project Engineer	30% complete design review, 60% design review, 90% review, and 100% complete.	3	Attachment 3
Cost estimate.	Project Engineer	30% complete design review, 60% review, 90% review, and 100% complete.	N/A	Attachment 3
Hydraulic reports.	Project Engineer	60% design review.	N/A	Attachment 3
Preliminary plans for utilities.	Project Engineer	60% design review.	N/A	Attachment 3
Legal descriptions for takings.	Project Engineer	60% design review, 90% review, 100% complete.	N/A	Attachment 3
Traffic Control plan.	Project Engineer	60% design review.	N/A	Attachment 3
Results of geotechnical investigations.	Project Engineer	30% design review.	N/A	Attachment 3
Technical specifications.	Project Engineer	90% review, 100% complete.	N/A	Attachment 3
Relocation of Utilities	Project Engineer	0%-review of all utilities that need to be contacted 60% review – from all affected parties 90% review – Signed Acceptance Utility Project Notification Form	2	Attachment 3, 9
Design Calculations	Project Engineer	90% review, 100% complete	N/A	Attachment 3
Digital copy of drawings.	Project Engineer	100% complete.	1	Attachment 3
Digital text files.	Project Engineer	100% complete.	1	Attachment 3
Bid Quantities.	Project Engineer	100% complete.	N/A	Attachment 3
Permits and Permit Applications	Project Engineer	100% complete.	1	Attachment 3
Field notes.	Project Engineer	100% complete.	1	Attachment 3
Digital aerial photography.	Project Engineer	100% complete.	1	Attachment 3
Progress Report (Art. 8)	Project Engineer	30% complete design review, 60% design review, 90% design review, 100% completion stage.	4 hard; 1 digital monthly	Attachment 5

ATTACHMENT 9 - REQUIREMENTS FOR DOCUMENT SUBMITTALS

All drawings shall be sized 24" x 36", unless otherwise approved by the OWNERS Project Engineer.

Title blocks shall as a minimum, contain the name of the project, date, city project number, and SURVEYOR's name. The title block of drawings shall contain a space for the names of the preparer and the reviewer and/or checker. These blocks shall be signed on each submittal (See Attachment "10" for sample standard drawing format). Drawings shall contain alphanumeric revision designations. Drawings issued for review shall be issued with alpha revision designation and the revision letter shall be changed for each submittal containing drawing changes. Drawings issued for construction shall be issued with numeric designation at revision level "0" and described as "Issued for Construction" in the revision description block. Subsequent drawing changes require the revision level to be raised using successively higher numbers and the changes to be marked by circling and briefly described in a revision block.

Unless otherwise specified by the Owners Project SURVEYOR, all drawings for review submittals shall be full or half-size copies. All documents shall be clearly marked in a revision block indicating the applicable submittal milestone, i.e. 30%, 60%, 90%, etc.

Submittals required by the State of Alabama for their review, bidding, etc., shall be of the size, form and numbers of copies as the state may require even though such submittals may differ from the submittals set forth as being required elsewhere in this Agreement.

All drawings shall be prepared in Micro station .DGN format, unless otherwise approved by the OWNERS Project Engineer. Transmittal letters shall consist of a list of files being submitted, a description of the data in each file, and a level/layer schematic of each design file. DGN design files shall have working units as follows: master units in feet, no sub-units, and 1,000 positional units. All data submitted shall use NAD 1983 Alabama East Zone horizontal datum and NAVD 88 vertical datum coordinates.

Digital files shall be submitted by 4-3/4" CD ROM, 100 MB zip drive, 3 and 1/2 inch floppy disk, or to the City of Huntsville F.T.P. site.

All print copies shall be first generation copies.

All text documents shall be prepared in Microsoft Word 2007 format.

All spreadsheets shall be in Microsoft Excel 2007 format.

A schedule showing the critical paths shall be in Microsoft Projects format, unless otherwise approved by the OWNERS Project Engineer.

Aerial photography files shall be in Intergraph (.COT) or (.tiff) format.

All mapping shall meet National Map Accuracy Standards unless otherwise noted. If National Map Accuracy Standards are not met, the accuracy of the map shall be identified to the Owners Project Engineer and on the maps derived from the aerial survey. National Map Accuracy Standards are shown below. This and other map standards are shown in Department of the Army, US Army Corps of Engineers standard, "EM 1110-1-1000, Engineering and Design - Photogrammetric Mapping".
<http://www.usace.army.mil/inet/usace-docs/eng-manuals/em1110-1-1000/toc.htm>

ATTACHMENT 10 – UTILITY PROJECT NOTIFICATION FORM

NAME: _____
(Utility Name)

PROJECT NAME: _____ **PROJECT**
NUMBER: _____

CONSULTING SURVEYOR: _____
(Name)

ENGINEERING
REPRESENTATIVE _____ **PHONE:** _____

I have reviewed design drawings or other information as available, and:

DO _____

DO NOT _____

have facilities that will require relocation. If relocation is required, a construction duration of _____ calendar days from the Notice to Proceed, is anticipated to be required for relocation.

LIST NAME(S) OF OTHER UTILITY(S) that share poles or facilities that have to be relocated prior to YOU starting your work:

NAME OF UTILITY: _____

NAME OF UTILITY: _____

NAME OF UTILITY: _____

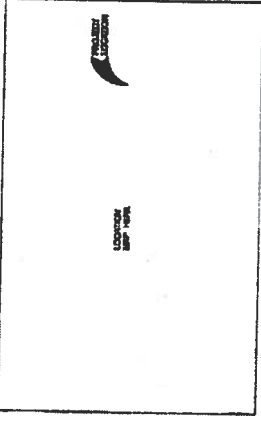

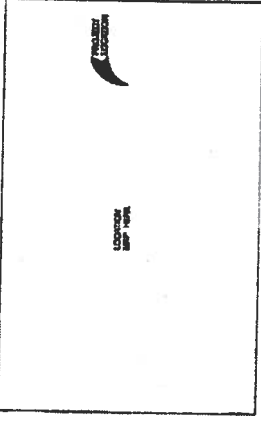

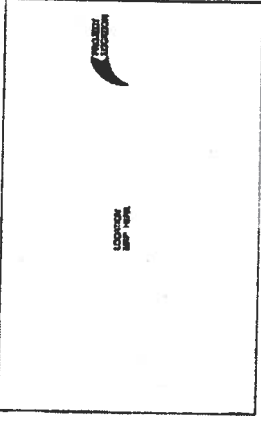

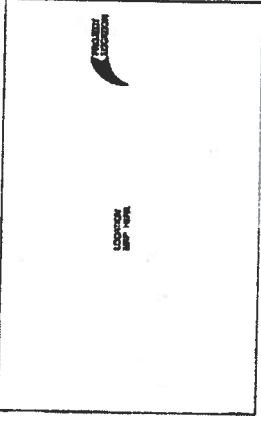

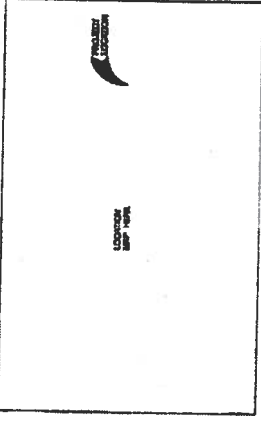

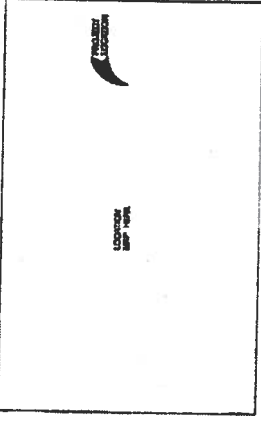

OTHER: _____

COMMENTS: _____

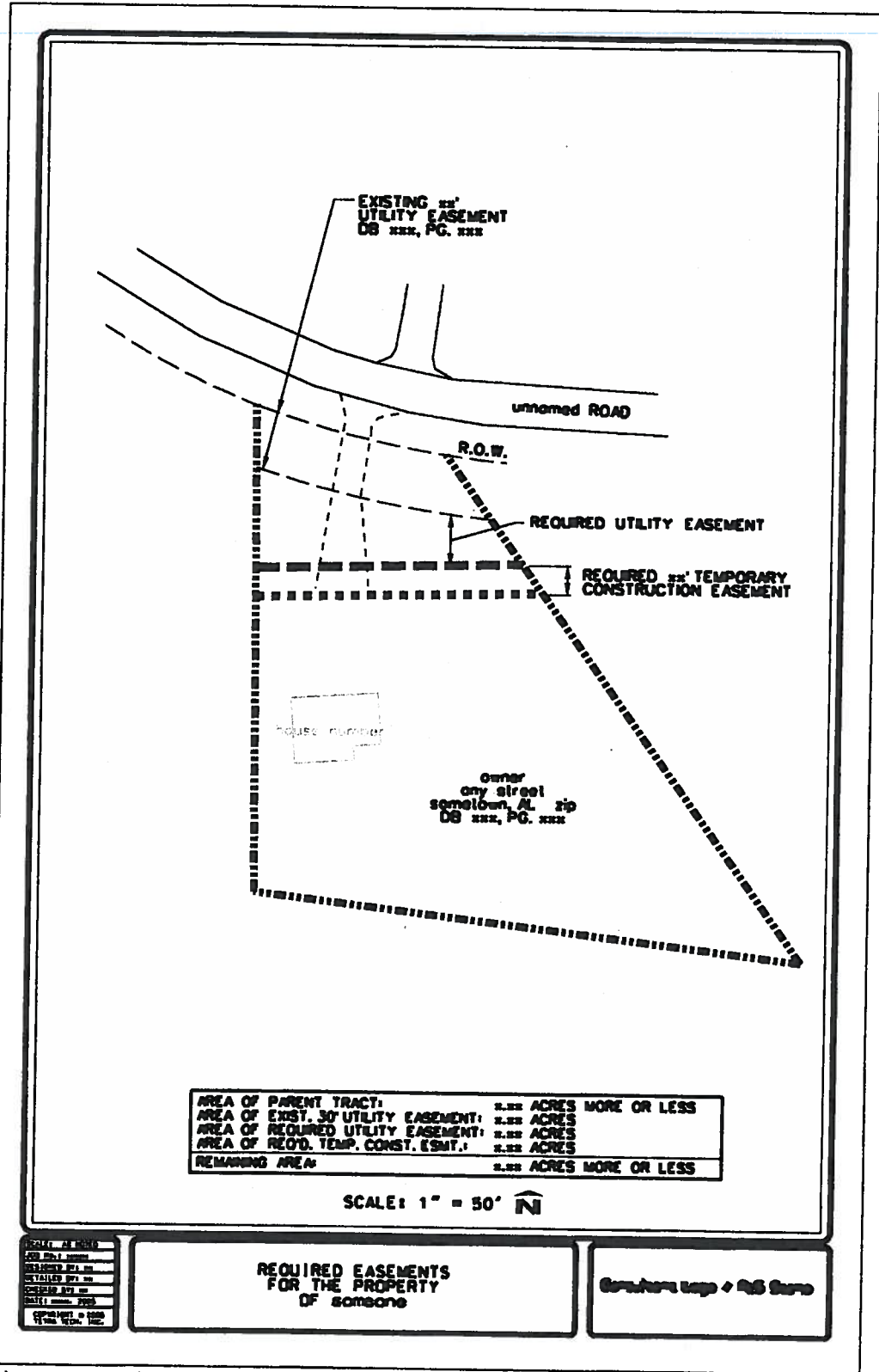
BY: _____
AUTHORIZED REPRESENTATIVE

FIELD CONTACT PERSON: _____ **PHONE:** _____
OFFICE CONTACT PERSON: _____ **PHONE:** _____

DATE: _____

CONSTRUCTION PLANS FOR PROJECT NAME PROJECT INFORMATION		FOR THE CITY OF HUNTSVILLE HUNTSVILLE, ALABAMA (PROJECT NO. XXXXXXXXX)		SAMPLE STANDARD DRAWING FORMAT		X		HUNTSVILLE The Star of Alabama		INDEX OF DRAWINGS		TITLE											
<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;">  <p>LOGO OF THE CITY OF HUNTSVILLE, ALABAMA</p> </div> <div style="text-align: center;">  <p>THE STAR OF ALABAMA</p> </div> </div>				<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;">  <p>LOGO OF THE CITY OF HUNTSVILLE, ALABAMA</p> </div> <div style="text-align: center;">  <p>THE STAR OF ALABAMA</p> </div> </div>				<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;">  <p>LOGO OF THE CITY OF HUNTSVILLE, ALABAMA</p> </div> <div style="text-align: center;">  <p>THE STAR OF ALABAMA</p> </div> </div>				<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;">  <p>LOGO OF THE CITY OF HUNTSVILLE, ALABAMA</p> </div> <div style="text-align: center;">  <p>THE STAR OF ALABAMA</p> </div> </div>				<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;">  <p>LOGO OF THE CITY OF HUNTSVILLE, ALABAMA</p> </div> <div style="text-align: center;">  <p>THE STAR OF ALABAMA</p> </div> </div>				<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;">  <p>LOGO OF THE CITY OF HUNTSVILLE, ALABAMA</p> </div> <div style="text-align: center;">  <p>THE STAR OF ALABAMA</p> </div> </div>			

**ATTACHMENT 12
SAMPLE**



ATTACHMENT 13

United States National Map Accuracy Standards

With a view to the utmost economy and expedition in producing maps which fulfill not only the broad needs for standard or principal maps, but also the reasonable particular needs of individual agencies, standards of accuracy for published maps are defined as follows:

1. **Horizontal accuracy.** *For maps on publication scales larger than 1:20,000, not more than 10 percent of the points tested shall be in error by more than 1/30 inch, measured on the publication scale; for maps on publication scales of 1:20,000 or smaller, 1/50 inch. These limits of accuracy shall apply in all cases to positions of well-defined points only. Well-defined points are those that are easily visible or recoverable on the ground, such as the following: monuments or markers, such as bench marks, property boundary monuments; intersections of roads, railroads, etc.; corners of large buildings or structures (or center points of small buildings); etc. In general what is well defined will be determined by what is plottable on the scale of the map within 1/100 inch. Thus while the intersection of two road or property lines meeting at right angles would come within a sensible interpretation, identification of the intersection of such lines meeting at an acute angle would obviously not be practicable within 1/100 inch. Similarly, features not identifiable upon the ground within close limits are not to be considered as test points within the limits quoted, even though their positions may be scaled closely upon the map. In this class would come timber lines, soil boundaries, etc.*
2. **Vertical accuracy,** *as applied to contour maps on all publication scales, shall be such that not more than 10 percent of the elevations tested shall be in error more than one-half the contour interval. In checking elevations taken from the map, the apparent vertical error may be decreased by assuming a horizontal displacement within the permissible horizontal error for a map of that scale.*
3. **The accuracy of any map may be tested** *by comparing the positions of points whose locations or elevations are shown upon it with corresponding positions as determined by surveys of a higher accuracy. Tests shall be made by the producing agency, which shall also determine which of its maps are to be tested, and the extent of the testing.*
4. **Published maps meeting these accuracy requirements** *shall note this fact on their legends, as follows: "This map complies with National Map accuracy Standards."*
5. **Published maps whose errors exceed those aforesaid** *shall omit from their legends all mention of standard accuracy.*
6. **When a published map is a considerable enlargement** *of a map drawing (manuscript) or of a published map, that fact shall be stated in the legend. For example, "This map is an enlargement of a 1:20,000-scale map drawing," or "This map is an enlargement of a 1:24,000-scale published map."*
7. **To facilitate ready interchange and use of basic information for map construction among** *all Federal mapmaking agencies, manuscript maps and published maps, wherever economically feasible and consistent with the uses to which the map is to be put, shall conform to latitude and longitude boundaries, being 15 minutes of latitude and longitude, or 7.5 minutes, or 3-3/4 minutes in size.*

U.S. BUREAU OF THE BUDGET

ATTACHMENT 14

ENGINEERING DEPARTMENT - REAL ESTATE DIVISION PLAN REQUIREMENTS

DRAWINGS:

Individual Parcels

- Each individual parcel 8 ½" x 14" (dgn or dxf format)
- Show Calculations
 - Before
 - After
 - Taking
- *All Parcels shall be closed shapes (polygons).*
- Show Existing and Proposed Right-of-Way on each individual parcel map.
- Property Ownership

Overall Project Land Acquisition Maps

- Total project drawing in dgn or dxf format
- Indicate the following:
 - Stationing on Centerline
 - Existing Right-of-Way
 - Proposed Right-of-Way
 - Existing Easements
 - Proposed Easements
 - Existing Pavement
 - Proposed Pavement/Sidewalks/Structures
 - Existing Structures
 - Property Ownership

Color Standards

(SAMPLE)

<u>Description</u>	<u>Color</u>	<u>Line Style</u>	<u>Type</u>
Existing ROW	Red	Medium Dashed	
Proposed ROW	Red	Solid	Closed Polygon
Existing Easements	Orange	Medium Dashed	
Proposed Easements	Orange	Solid	Closed Polygon
TCE	Pink	Solid	Closed Polygon

DESCRIPTIONS:

- Microsoft Word on 3.5" Diskette or CD
- Each Description shall be complete and independent (separate file).
- Hard Copies signed and stamped by PLS.

GENERAL:

- P.K. Nails or other permanent stationing markings shall be required.
- Re-staking of right-of-way or easements may be required (See Article 4).
- All survey plats to be on Alabama State Plane Datum. Strip Maps shall indicate at least 2 monuments in place with Alabama State Plane Coordinate values shown on each.
- Parcel plats and legal descriptions shall indicate the Alabama State Plane Coordinate NAD83 Alabama East Zone Value of the point of beginning.

ATTACHMENT 15 - GIS BASE MAP

DESIGN LEVEL	CONTENTS	LINE CODE	COLOR	WEIGHT	TEXT SIZE	FONT	CELL NAME
1	State Plane Coordinate Grid	0	0	0	20	0	
2	Benchmarks	0	0	0			
3	Private Street Text	0	105	0	20	0	
3	Street Text	0	3	0	20 (or 18)	0	
4	Street R/W	7	0	0			
5	Street Centerline	7	0	0			
6	Street Pavement	0	3	0			
6	Proposed Street Pavement	3	16	0			
6	Private Streets	0	105	0			
6	Proposed Private Road	3	105	0			
7	Parking Lots	1	3	1			
7	Private Lots used as Roads	1	105	1			
8	Secondary Roads--Private	2	105	0			
8	Secondary Roads	2	3	0			
8	Trails	3	3	0			
9	Secondary Roads/Trails Text	0	3	0	20	0	
10	Sidewalks	5	3	0			
11	Bridges/Culverts/Paved Ditches	0	0	0			
12	Hydrology - Major	6	1	0			
12	Hydrology - Minor, Ditches	7	1	0			
13	Hydrology - Text	0	1	0	25	23	
14	Tailings & Quarries, Athletic Fields/Text, misc. areas	0	1	0			
15	Greenways	3	48	0			
16	Speed Tables	0	3	0			
17	Railroad Tracks (Patterned)	0	2	0			TCALM RR
18	Railroad Text	0	2	0	25	0	
19	Railroad R/W	2	2	0			
20	Utility Poles (Cell)	0	5	0			P POLE
21	Utility Easements	3	5	0			
22	Utility Text	0	5	1			
23	Geographic Names	0	3	1			
24	Building Structures	0	0	0			
24	Pools and Text	0	1	0	10	1	
24	Future Site of Structures	2	0	0			
24	Existing Structures (exact location and shape unknown)	2	0	0			STRUCT STRCEX
25	Property Lines/ refuge bdy.	6	6	1	30	1	
26	Cadastral Polygons	6	6	0			
27	Ownership Text	0	6	1			
28	Cemeteries/Text	4	6	0	10	1	
29	Lot Numbers				25	0	
30	Block Numbers				30	0	
31	Addition Names	0	0	0	35	0	
32	Open						
33	Lot Ticks						
34	Lot Lines/Property Lines	6	6	0			
35	Trees/Hedge Rows	0	6	0	AS=1		TREES
36	GPS Monuments	0	5	0	18	23	CONTRL
37	2' Topo Contour						
38	5' Topo Contour	0	7	0			
39	25' Major Topo Contour	0	7	0			
40	X Spot Elevation	0	7	0			
41	FEMA Monuments/Labels	0	3/0	0	18	1	FEMA
42	Quarter Sections						
43	Section Lines	0	5	0			
44	Features	0	2	0			

44	Cell Towers	0	12	0	AS=1		CELTWR
45	Fences (Pattern)	0	8	0	AS=1		FENCE
46	Format/Legend	0	0	0			Limleg Madleg
47	Mass Points	0	7	2			
48	Break Lines	0	7	2			
49	Open						
50	Billboards	0	37	1			BBOARD
51	Sanitary Sewer	0		3			
52	Sanitary Sewer Text						
53	Storm Water Features	0		3			
54	Storm Water Text						
55	Open						
56	Property Address	0	1	0			
57	Text Tag for Buildings	0	1	0	10-20	1	
58	One Way Arrows	1	3	1			
59	Open						
60	Open						
61	Open						
62	Monuments for Setup (point cell)						
63	Open						